



Ghassan Korban
Commissioner of Public Works

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**Department of Public Works
Infrastructure Services Division**

September 8, 2011

**Subject: Request for Service Order Quotation
Solar Hot Water System Installation
Milwaukee Fire Department
Engine House #05 – 1313 West Reservoir Ave, Milwaukee, WI 53205-1738**

You are invited to submit a quotation for the Solar Hot Water System Installation at MFD, Engine House #05, located at 1313 West Reservoir Avenue, Milwaukee, Wisconsin. All work on this project shall be done during normal working hours. This work shall not interfere with the regular operation of the building. The project is to be completed by December 9, 2011.

A Waiver of Lien is required with each invoice for payment request.

AMERICANS WITH DISABILITIES ACT

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Sec. 12101, et seq.

BONDING REQUIREMENTS

◆ Quotations for Service Order Contracts Between \$0 to \$9,999:

- No Bid Bond Required.
- No Performance and Payment Bonds or other form of bonding required.

◆ Quotations for Service Order Contracts from \$10,000 to \$25,000:

- No Bid Bond Required.

The successful bidder will be required to furnish:

- Letter of Credit or Payment and Performance Bonds equal to 50% of contract amount.

NOTE:

- The City maintains the right to pay claims for labor and materials in a manner deemed necessary without any right on the part of the contractor to challenge the City's determination as to the amount or veracity of the claim.
- These bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and payment bond must be submitted as separate instruments. Such bonds shall be approved as to their sufficiency by the City Comptroller. Letters of Credit must be approved by the City Attorney's Office as to form prior to acceptance. The performance bond shall also cover all work required under the guarantee provisions of the service contract.

LIABILITY AND INSURANCE

Liability Insurance in accordance with the provisions of City of Milwaukee Department of Public Works General Specifications dated January 31, 1992, and all subsequent addenda, is required. A Waiver of Lien is required with each invoice or payment request. The Contractor shall be responsible for and shall save the City harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, the Contractor's agents, employees or workers; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment, or plant or any process, device, or combination of devices used in the construction of the work.

Contractor is to effect and maintain, during the entire term of the work and in conformance with the terms of the contract, primary insurance protecting both contractor and the City of Milwaukee in the types as follows unless otherwise specified:

NOTE: Asbestos Insurance Requirements when applicable; Liability and Insurance is hereby amended to eliminate subsection (d) Umbrella Liability, and substitute a requirement for \$2,000,000 Excess General Liability in lieu thereof.

INSURANCE REQUIREMENTS FOR ALL PRIME AND SUBCONTRACTORS as found in the DPW General Specifications dated January 31, 1992 and all subsequent addenda.

(a) **WORKER'S COMPENSATION INSURANCE** - Contractor and Subcontractor shall furnish to the city prior to start of work a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all Subcontractors carry statutory coverage of Worker's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin and all acts amendatory thereof and supplementary thereto. A separate insurance certificate

need not be furnished if the Contractor or Subcontractor has filed a certificate currently in effect. No Contractor or Subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

(b) **COMPREHENSIVE GENERAL LIABILITY, CONTRACTUAL COVERAGE AND PROPERTY DAMAGE INSURANCE** - Coverage to include premises/operation coverage; owner's contractors protective coverages; products/completed operations (to extend for at least two years after the acceptance of the work by the City); blanket explosion, collapse and underground coverage; all subject to the following minimum limits:

Bodily Injury \$1,000,000 per occurrence
\$1,000,000 aggregate

Property Damage. \$ 500,000 per occurrence
\$ 500,000 aggregate

(c) **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Operations of owner, hired and non-owned motor vehicles:

Bodily Injury. \$ 500,000 per person
\$1,000,000 per occurrence

Property Damage. \$ 500,000 per occurrence

(d) **BLANKET CONTRACTUAL COVERAGE (Umbrella Liability)** - Or a specific endorsement designating this coverage: \$2,000,000.

****The City of Milwaukee shall be named as an additional insured in respect to liability coverages and will be given such notice as required by law in advance of cancellation, non-renewal, or material change in any coverage.**

Prior to the commencement of activities, the Contractor and/or any approved Subcontractor shall file with the City a certificate of insurance evidencing the specified coverage including the additional insured and cancellation endorsements.

**** If you do NOT specify any particular contract - the certificate will be sufficient for any contract or subcontract awarded while the certificate is in force (PREFERRED).**

If you **DO** specify a particular contract - a new certificate will have to be filed for every contract or subcontract awarded.

CANCELLATION PARAGRAPH TO READ

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will give 10 days notice to the named certificate holder.

If there are any questions regarding insurance, please call (414) 286-3314 - Contract Administration (City of Milwaukee, c/o Department of Public Works, Room 506 Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202 - address to send certificate to and to use for name and address of certificate holder).

Project Overview

City of Milwaukee, DPW-ISD, Facilities Development & Management Section is accepting quotations for a contractor, or contractors, to perform the following work.

- Layout & Install a residential size solar domestic hot water system on a City of Milwaukee Fire station (Engine House No. 04) using donated equipment.
- Furnish & Install 'SunReports', Apollo1 monitoring system with all accessories. City shall provide data jack connection.

Relationship of Parties

City of Milwaukee – The City of Milwaukee, ISD, Facilities Development & Management Section is the owner of the systems until they are handed over to the Milwaukee Fire Department. As such, the City of Milwaukee will hire the contractor to layout the systems and assist with Focus on Energy Cash Back Reward application. The City of Milwaukee will also be responsible for paying the contractor for time and materials beyond what is covered by the incentives and donations, including: layout time, system components (not covered by Caleffi), tools for the installation (including scaffolding and lifts) and any necessary follow up.

Caleffi – Caleffi has agreed to donate system components for the fire station.

Contractor – The chosen contractor (s) for these projects will work with all of the parties in the roles mentioned above. Primary duties include laying-out the system, procuring materials, assuring that the tools and parts for the installation are on site, providing a warrantee on labor and a service contract. Contractor must be willing to work with donated new materials. Contractor will work with Caleffi to determine what products will be donated.

Furnish and install SunReports, Apollo 1 monitoring system.

Contractor will assist the City of in completing and applying for the Focus on Energy Cash Back Reward. Notice of Installation (NOI) shall be submitted to Focus on Energy before December 31, 2011.

Contractor Requirements

Installer(s) shall be NABCEP certified installer working on (and signing off on) the project. Contractor may hire someone specifically for this job, but they need to already have been NABCEP certified by the time of the bid. Additionally, the contractor must qualify to provide customers with Focus on Energy incentives, and be able to warrantee workmanship and provide a service contract on the installed systems.

Proposal Process and Deadlines

To apply for this RFQ please send the following information:

- Company qualifications – including installation experience.
- Clear price estimate for the project listed in the following categories:
 - System components and other parts.
 - Layout of the system, labor, warranties, service contract, and any other identified work.
 - Additional costs such as travel, lodging, or any other expenses.

Contract Award:

The City will award the contract on the basis of the Base Bid only.

Quotation will be accepted no later than Thursday, September 29, 2011 at 4 PM. Quotations may be mailed, faxed or e-mailed to address listed below:

Daniel T. Pitts, D.E., LEED GA, Project Engineer
City of Milwaukee
DPW-ISD, Facilities Development & Management Section
Frank P. Zeidler Municipal Building
841 North Broadway, Room 602
Milwaukee, Wisconsin 53202-3613
Office: (414) 286-3407
Cell: (414) 708-0754
Fax: (414) 286-5907
Email: Daniel.Pitts@milwaukee.gov.

Please contact Mr. Daniel Pitts if you need more information. Contact Mr. Robert Sinclair at (414) 708-3128 to schedule any site visits.

Sincerely,

Daniel Pitts
Project Engineer

DTP/kt

Enclosures:

(Existing Architectural, Plumbing, Structural drawings, Specifications and Site Assessment)